

H-2145

CI-18

1977 - 1978

A G R E E M E N T

BETWEEN

HAMMONTON BOARD OF EDUCATION

AND

HAMMONTON EDUCATION ASSOCIATION

X July 1, 1977 - June 30, 1978

## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the Hammonton Education Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for certificated personnel under contract and on leave, employed by the Board of Education, including:

- |                                 |  |
|---------------------------------|--|
| 1. Teachers.                    | 2. Librarians                                    |
| 3. Nurses                       | 4. Child Study Team & Speech Therapists          |
| 5. Guidance                     | 6. C. I. E.                                      |
| 7. Extra - Curricular Personnel | 8. Grade Level Chairpersons<br>Area Coordinators |

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws 1975, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association.

B. Representatives of the Board and the Association negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

C. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

## ARTICLE III

### GRIEVANCE PROCEDURE

A. The following steps are to be followed in the Grievance Procedure. An aggrieved person or group shall file within twenty (20) school days from date of alleged grievance his grievance in writing to the building principal. If after ten (10) school days the principal does not satisfy the grievance or fails

to make a determination, the individual or group may then take his grievance in writing to the Superintendent of Schools.

If after ten (10) school days the aggrieved individual or group is still not satisfied, or if the Superintendent fails to make a determination, the grievance may be turned over to a committee from the Board of Education and a committee from the Hammononton Education Association, who will then have ten (10) school days to satisfy or make a determination on the grievance.

If they fail to do so, the aggrieved person or group may then submit his grievance to the Board of Education for determination.

A grievance which remains unresolved after a decision has been rendered by the Board of Education may be appealed to arbitration within fifteen (15) days following written receipt of the Board's decision. The arbitration shall be conducted under the rules of the American Arbitration Association for Voluntary Labor Arbitration. The decision of the arbitrator shall be advisory only. The costs of the arbitrator shall be divided equally between the parties. To expedite the rendering of a prompt decision, there shall be no transcript or post-hearing briefs except if requested by the arbitrator.

B. Definition - a grievance is a claim by a teacher or group of teachers based upon the interpretation, application, or violation of this agreement.

#### ARTICLE IV

##### SCHOOL CALENDAR

A. The Hammononton Education Association may act as a consulting body in the preparation of the School Calendar and are not to be involved as a decision making body.

B. The Superintendent shall prepare the School Calendar by May 15th and submit said calendar to the Hammononton Education Association for suggestions. The Hammononton Education Association shall return the calendar with their suggestions by the 30th of May.

#### ARTICLE V

##### TEACHING HOURS AND LOAD

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall only be required to indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.

B. No teachers shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils' school day, unless otherwise determined by the administration for duties including but not limited to faculty meetings, duty rosters, student help, etc. In the event of split, half, staggered, or extended sessions, the school day shall be interpreted to mean the scheduled school day as determined by the administration for teacher assignments. In no case will the teachers' school day exceed the 1971-72 school year workday.

C. When teachers are required to attend pre- or post-school meetings, such meetings shall begin no later than (15) fifteen minutes after the students' dismissal time, administrators shall make every effort to limit said meetings to 60 minutes, except during evaluation periods.

D. When qualified substitute teachers are not available, faculty members will be required to cover classes of teachers who are absent.

Teachers who cover these classes should:

1. Be utilized from study halls first of all.
2. Secondly, be taken from their P.P.S.A. periods.

E. Area Coordinators and Grade Level Chairpersons.

1. Compensation: See Schedule B.

F. Extracurricular Activities.

1. Compensation: See Schedule C.

## ARTICLE VI

### NON-TEACHING DUTIES

A. A central register is to replace the individual classroom register as the official attendance record of the school. The Board of Education is to provide a secretary for recording in the central register and to provide possible clerical help for the teachers. This will be under the direction of the building principal.

B. Lunchroom and Playground Aides shall be employed in the new Elementary School for Grades K-5.

## ARTICLE VII

### SALARY GUIDE

A. The Board shall assume full cost for the Blue Cross, Blue Shield Full Family Plan, Major Medical, Rider J.

ARTICLE VIII

- A. Prior to April 30, all non-tenure teachers will have had their administrative conferences wherein they will be notified of the recommendation of the administration regarding their reemployment or the termination of their employment as of the end of that school year.
- B. On or before April 30 in each school year, the board of education shall give to each non-tenure teaching staff member continuously employed by it since the preceding September 30, either
  - 1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the board of education, or
  - 2. A written notice that such employment will not be offered
- C. Each non-tenure teacher receiving contracts must notify the board of education of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance, the provision of this article shall no longer be applicable.
- D. Tenure teachers shall assume reemployment under existing policies and contracts unless otherwise notified.
- E. Upon request teachers shall be notified of their tentative assignment no later than the close of the present school year.
- F. Openings for all positions in the school shall be published and displayed so as to provide all teachers with a reasonable opportunity to participate if they so desire.
- G. Home-School Teaching Salary Guide: See Schedule D

ARTICLE IX

INSTRUCTIONAL COUNCIL

- A. Instructional Council - The purpose of the Council shall be to strengthen the educational program through recommendations, research and evaluation to best meet the needs of the students, the schools, and the community. All such recommendations shall be made through the Superintendent to the Board of Education.
  - (2) The Council size and membership shall be determined and appointed by the Association.
  - (3) The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, Board members, students, parents, or other interested parties.

(4) The Council may consult with teachers, administrators, professional advisors, students, parents, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

(5) The Council shall establish its own rules of procedure and shall provide for a chairman who shall be responsible for the arrangements and conduct of meetings. No meeting shall be held during the school day without approval of the building principal and/or the Superintendent of Schools.

B. (1) The Board shall consider and study all written recommendations submitted from the Council through the Superintendent.

C. (1) The Council shall incur no expenses unless approved by the Board of Education.

#### ARTICLE X

##### PHYSICAL EXAMINATIONS

A. A doctor's certification shall be required and provided by a teacher absent for more than three consecutive school days due to illness. This certification shall be at the teacher's expense, provided, however, that the teacher shall have the option of submitting himself to examination by the School Doctor.

B. The Board of Education shall require, at initial employment, a physical examination by the school physician or any other physician designated by the Board of Education.

C. Annual pre-school term physical examinations may be at the Board's request. The cost of this physical to be borne by the Board of Education. Any other physical exam requested by the Board of Education will be the Board's expense.

#### ARTICLE XI

##### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board of Education will reimburse any full certificated teacher or administrator 75% of the yearly cost of tuition of professional courses taken by him. Seventy-five percent of the yearly cost is not to exceed five hundred dollars (\$500.00) per school fiscal year. (July 1 -- June 30)

Each person must obtain approval by the Superintendent of Schools before enrolling in said course.

Official confirmation in writing of successful completion of each course must be presented to the Superintendent for his approval within 60 days after completion of course, and then forwarded to the Secretary of the Board of Education for payment of 75% of the presented bill. No one is to receive any payment for any course with a grade below a C.

The staff member must be in the employment of the Board of Education at least one school year (September - June) before this policy applies.

Reimbursement of summer courses will apply only if the teacher has signed a contract for the following year and returns in September to assume his duties.

## ARTICLE XII

### TEACHER EVALUATION

A. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluator. Teachers shall have an opportunity to review and sign such reports before being placed in the teacher's file.

B. The teacher, upon presentation of advance written request, may inspect his personnel file as filed in the Superintendent's office. Confidential references, outside evaluations, etc., shall be removed prior to inspection. Upon inspection, the teacher shall have the right to add his written comments to any material filed, and these written comments shall be made part of the teacher's personnel file.

## ARTICLE XIII

### SICK LEAVE

A. Teachers are to be given a written accounting of accumulated sick days no later than November 1 of each school year.

B. Teachers will have ten sick days per year, cumulative. Effective with the 1975-76 school year, teachers with ten years of service in the Hamonton District will have twelve days per year, cumulative.

C. Upon retirement, any employee who has been employed in the district for a minimum of 20 years prior to retirement, and who has accumulated sick leave pursuant to R.S. 18A:30, shall be paid at the time of retirement such sum as shall be arrived at according to the following formula and conditions:

One-third of the employees daily salary, computed by taking one-two hundredth of the ten month employee's yearly salary, or one-two hundred fortieth of the 12 month employee's yearly salary and shall be multiplied by the total number of accumulated sick leave days accumulated by the employee. This amount subject to the conditions below shall represent the total sum to be paid upon retirement.

2. Any employee retiring prior to the age of 50 or retiring prior to 20 years of service in this school district shall not be eligible to receive payment under this policy, unless said employee who has been employed for a minimum of 20 years retires due to ill health.

3. In order to receive payment under this policy the retiring employee shall give advance notice to the board of education of his intentions to retire so that appropriate sums of money can be budgeted in the annual school budget. In the event the school board is not given adequate notice, the retiring employee shall not receive payment until the next annual budget.

4. Under no circumstances shall any individual receive more than \$3,500.00 under this policy.

#### ARTICLE XIV

##### PERSONAL DAYS

###### A. Leaves of absence

1. All employees shall be granted a leave of absence for personal business not to exceed two days per year.

2. Such leave shall be without loss of pay and shall be non-cumulative.

3. Personal business for the purpose of this policy is hereby defined as follows:

(a) Illness in the immediate family when the presence of the employee is required.

(b) Death of a relative or close friend.

(c) Court summons or other legal process involving no moral turpitude on the part of the employee.

(d) Religious holiday.

(e) Personal Confidential (confide in one administrator of your choice).

(f) Or for any other valid reasons at discretion of Superintendent.

4. Each employee shall be required to obtain prior approval for the personal leave from his principal or supervisor, except in case of emergency. In the event of an emergency, such personal leave shall be confirmed by the principal or superior.



B. Death leave.

1. A maximum of five days shall be allowed with no loss of pay whenever employee is absent due to death of member of his immediate family. Immediate family is defined to include husband, wife, brother, sister, son, daughter, parents, or spouse's parents.
2. Five days shall mean five consecutive days, including Saturday and Sunday.
3. The same five day leave shall apply to related persons residing in the same residence of the employee such as: in-laws, grandparents, etc.

ARTICLE XV

RIGHT TO WITHHOLD INCREMENT

A. The Hammonton Board of Education reserves the right to withhold an increment and/or adjustment from any teacher due to inefficiency or other just cause according to the following:

B. WITHHOLDING INCREMENTS: CAUSES: NOTICE OF APPEALS

Any board of education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the board of education. It shall be the duty of the board of education, within 10 days, to give written notice of such action, together with the reasons therefor, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the action of the

board of education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the board of education to pay any such denied increment in any future year as an adjustment increment.

C. NOTICE GIVEN TO EMPLOYEE OF INEFFICIENCY

The board shall not forward any charge of inefficiency to the commissioner, unless at least 90 days prior thereto and within the current or preceding school year, the board or the Superintendent of Schools of the district has given to the employee, against whom such charge is made, written notice of the alleged inefficiency, specifying the nature thereof with such particulars as to furnish the employee an opportunity to correct and overcome the same.

D. No tenured teacher will be denied an increment and/or adjustment unless he or she has been observed at least three times during any school year. The three observations are to be concluded with at least a two week interval between each, and are to be done by more than one administrator.

#### ARTICLE XVI

##### MISCELLANEOUS

A. For any mileage driven on school business or within the course of a normal teaching assignment, the teacher shall be compensated at the rate of twelve (12) cents per mile.

D. The Hammonton Education Association President or his designee shall be granted one free period per week to conduct Association business.

#### ARTICLE XVII

##### DURATION

A. Duration Period. This agreement shall be effective as of July 1, 1977, and shall continue in effect until June 30, 1978.

This agreement shall not be extended orally, and it is expressly understood that it will expire on the date indicated, unless it is extended in writing.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

HAMMONTON EDUCATION ASSOCIATION

Vincent M. Lauriat  
President

Kathy O'Brien  
Secretary

Witnesses:

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HAMMONTON BOARD OF EDUCATION

William M. Benedette  
President

Brown  
Secretary

9-8-77  
Date

SCHEDULE A -1977-78

July 26, 1977

<u>STEP</u>	<u>BS</u>	<u>BS+15</u>	<u>BS+30</u>	<u>MS</u>	<u>MS+15</u>	<u>MS+30</u>
1	9,255	9,455	9,655	10,055	10,255	10,455
2	9,580	9,780	9,980	10,380	10,580	10,780
3	9,905	10,105	10,305	10,705	10,905	11,105
4	10,230	10,430	10,630	11,030	11,230	11,430
5	10,580	10,780	10,980	11,380	11,580	11,780
6	10,980	11,180	11,380	11,780	11,980	12,180
7	11,395	11,595	11,795	12,195	12,395	12,595
8	11,945	12,145	12,345	12,745	12,945	13,145
9	12,425	12,625	12,825	13,225	13,425	13,625
10	12,985	13,185	13,385	13,785	13,985	14,185
11	13,650	13,850	14,050	14,450	14,650	14,850
12	14,300	14,500	14,700	15,100	15,300	15,500
13	15,000	15,200	15,400	15,800	16,000	16,200
14	15,690	15,890	16,090	16,490	16,690	16,890
15	16,400	16,600	16,800	17,200	17,400	17,600
16	17,100	17,300	17,500	17,900	18,100	18,300
17				18,400	18,600	18,800

All persons beyond the 16th step BS, BS+15, BS+30 and all persons beyond the 17th step MS, MS+15, and MS+30 are to receive \$1000.00.

## COMPENSATION: GRADE LEVEL CHAIRPERSONS

Grade Level Chairperson will receive a base stipend of First Year-\$300.00, Second Year-\$350.00, Third Year-\$400.00 with an additional stipend of \$25.00 for each department or grade level member working with the Chairperson.

Example: The Grade Level Chairperson works with six staff members, the total stipend will be:

Base 1st Year	\$300.00
Staff members 6 X \$25.00	150.00
Total Compensation	\$450.00

Note: The additional stipend may change school year to school year due to increase or decrease of staff members assigned to the various departments, areas, or grade levels.

Department of Grade Level	# Staff Members	1st yr.	2nd yr.	3rd yr.
Kdg.	3 X \$25.00	375.00	425.00	475.00
First	7 X \$25.00	475.00	525.00	575.00
Second	6 X \$25.00	475.00	525.00	575.00
Third	6 X \$25.00	475.00	525.00	575.00
Fourth	6 X \$25.00	475.00	525.00	575.00
Fifth	6 X \$25.00	450.00	500.00	550.00
Sixth	6 X \$25.00	450.00	500.00	550.00
Seventh & Eighth	9 X \$25.00	525.00	575.00	625.00
Special Areas (Elementary School)	8 X \$25.00	500.00	550.00	600.00
Reading Department	6 X \$25.00	450.00	500.00	550.00

## Area Co-Ordinators - High School (4)

1. Science, Math, Foreign Language
2. Social Studies, Reading, English
3. Industrial Arts, Fine Arts
4. Business Ed., Physical Ed., Health Ed., Driver Training

	1st Yr.	2nd Yr.	3rd Yr.
Stipend	900.00	1200.00	1300.00

EXTRA CURRICULAR  
SCHEDULE " C "

77-78 SY

	Step 1	Step 2	Step 3
<u>Class Advisors</u>			
1. Twelfth Grade	400.00	450.00	500.00
2. Eleventh Grade	350.00	400.00	450.00
3. Tenth Grade	125.00	175.00	225.00
4. Ninth Grade	125.00	175.00	225.00
5. Eighth Grade	250.00	300.00	350.00
<u>Clubs</u>			
1. Yearbook, Blue & White	500.00	600.00	700.00
2. National Honor Society	100.00	150.00	200.00
3. Student Council	150.00	200.00	250.00
4. Photo Club	200.00	200.00	200.00
5. F. H. A.	100.00	150.00	200.00
<u>Band</u>			
1. Band Director	900.00	1200.00	1400.00
2. Band Front	900.00	1200.00	1400.00
3. Ass't Band Director	300.00	400.00	500.00
4. Pom-Pom	250.00	500.00	600.00
5. Choral Director	450.00	500.00	600.00
6. Cheer Leader H.S.	250.00	300.00	350.00
7. Cheer Leader 8th	100.00	100.00	100.00
<u>Misc.</u>			
1. Musical Director(Play)	250.00	300.00	300.00
2. Play Director	400.00	600.00	700.00
3. Ass't Play Director	200.00	300.00	400.00
4. A.V. Director H.S.	500.00	550.00	600.00
5. Gymnastics Director	500.00	550.00	600.00

SCHEDULE "C"  
Continued

COACHES SALARY GUIDE

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
ATHLETIC DIRECTOR	1500.	1600.	1750.	1900.
FOOTBALL				
Head Coach	1200.	1300.	1450.	1600.
1st Asst.	750.	850.	1000.	1050.
Asst.	650.	750.	900.	950.
Asst.	650.	750.	900.	950.
Asst.	650.	750.	900.	950.
BASKETBALL				
Head Coach	850.	950.	1100.	1250.
J. V.	450.	500.	650.	700.
Freshman	400.	450.	550.	600.
7th & 8th Grade	350.	400.	475.	525.
TRACK	750.	850.	1000.	1150.
Asst.	400.	450.	550.	600.
BASEBALL	750.	850.	1000.	1150.
J. V.	400.	450.	550.	600.
GOLF	350.	450.	600.	675.
FIELD HOCKEY	650.	750.	900.	1050.
Asst.	350.	450.	550.	650.
WRESTLING				
Head Coach	850.	950.	1100.	1250.
Asst.	450.	500.	650.	700.
CROSS COUNTRY	350.	450.	600.	675.
GIRL'S BASKETBALL	600.	700.	800.	1000.
Asst.	350.	400.	550.	600.
TENNIS	350.	450.	600.	675.
SOFTBALL				
Head Coach	600.	700.	800.	900.
Asst.	300.	350.	450.	500.

PROPOSED SATURDAY MORNING BASKETBALL LEAGUE

Organizers, Publicity

Offical # 1 \$200.00  
Offical # 2 \$150.00  
Offical # 3 \$150.00

SCHEDULE "D"

TEACHING SALARY GUIDE:

<u>YEAR</u>	<u>BS/BA LEVEL</u>	<u>MS/MA LEVEL</u>
1-4	\$6.00 per hour	\$7.00 per hour
5-9	7.00 per hour	8.00 per hour
10-14	8.00 per hour	9.00 per hour
15+	9.00 per hour	10.00 per hour